

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

BENJAMIN N. ROGERS,

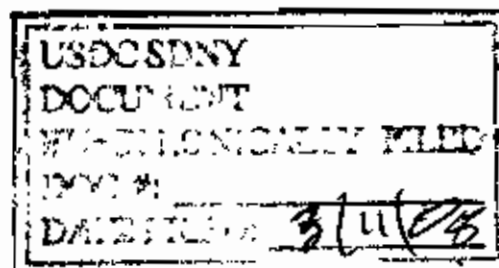
Plaintiff,

07 CV 4015 (NRB)

-against-

CITY OF NEW YORK (N.Y.P.D.); POLICE  
OFFICER JOHN DOE; POLICE OFFICER  
JOHN DOE; POLICE OFFICER JOHN DOE;  
POLICE OFFICER JOHN DOE,

Defendants.



**STIPULATION AND ORDER OF SETTLEMENT AND DISMISSAL**

WHEREAS, plaintiff Benjamin Rogers commenced an action entitled Benjamin Rogers v. City of New York, et al., 07 CIV 4015 (NRB), on May 23, 2007, by filing a complaint in the United District Court for the Southern District of New York, alleging, *inter alia*, violations of his civil rights pursuant to 42 USC § 1983; and

WHEREAS, defendant City of New York has denied any and all liability arising out of plaintiff's allegations in this action; and

WHEREAS, the parties now desire to resolve the issues raised in this action, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. This action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff **BENJAMIN ROGERS** the sum of **ONE HUNDRED AND FIFTY (\$150.00) DOLLARS** in full satisfaction of all claims, including claims for costs, expenses and attorney fees in this action. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against the City of New York in this action, and to release defendant and all present and former employees and agents of the City of New York and the New York City Police Department from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to the City defendant's attorneys all documents necessary to effect this settlement, including, without limitation a General Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by the defendant that it has in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of

the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

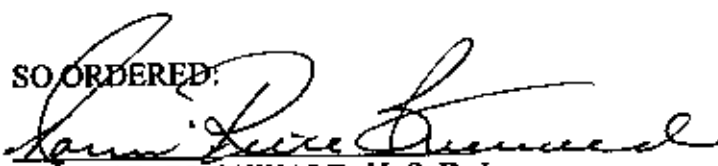
Dated: New York, New York  
0/3, 2008

Benjamin Rogers  
*Plaintiff Pro Se*  
680 St. Nicholas Avenue, # 6F  
New York, New York 10030

MICHAEL A. CARDOZO  
Corporation Counsel of the  
City of New York  
*Attorney for Defendant*  
100 Church Street, Room 3-199  
New York, New York 10007  
(212) 788-1106

By:   
Benjamin Rogers

By:  3/7/08  
Caroline Chen  
Assistant Corporation Counsel

SO ORDERED:  
  
NAOMI R. BUCHWALD, U. S. D. J

3/10/08